

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Maria C. Rodriguez a/k/a Maria Alma a/k/a
Maria Alma-Rosa a/k/a Maria Rosa
David F. Rodriguez

Debtor(s)

CHAPTER 13

MTGLQ Investors, L.P.

Movant

NO. 21-12323 MDC

vs.

Maria C. Rodriguez a/k/a Maria Alma a/k/a Maria Alma-
Rosa a/k/a Maria Rosa
David F. Rodriguez

Debtor(s)

11 U.S.C. Section 362

Kenneth E. West Esq.

Trustee

**MOTION OF MTGLQ Investors, L.P.
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is MTGLQ Investors, L.P.
2. Debtor(s) are the owner(s) of the premises Apartment 7 Y 6 Piso 3 Edificio, Vega Alta, PR 00692, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$240,000.00 on the mortgaged premises that was executed on April 30, 2004.
4. Kenneth E. West Esq., is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Select Portfolio Servicing, Inc. services the loan on the property referenced in this Motion for Relief. In the event the automatic stay in this case is lifted/set aside, this case dismisses, and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of MTGLQ Investors, L.P. Said entity has the right to foreclose by virtue of being the owner and holder of the note. The promissory note is either made payable to said entity or has been duly endorsed.

7. As of May 3, 2022, the total payoff on the mortgage is \$232,317.13.
8. Debtor(s) have failed to make the monthly post-petition mortgage payments in the amount of \$939.54 for the months of September 2021 through May 2022 as of May 3, 2022.
9. The total amount necessary to reinstate the loan post-petition is \$8,455.86 as of May 3, 2022.
10. Movant is entitled to relief from stay for cause.
11. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.
12. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Rebecca A. Solarz, Esq.

Rebecca A. Solarz, Esquire
KML Law Group, P.C.
BNY Mellon Independence Center
701 Market Street, Suite 5000
Philadelphia, PA 19106
Phone: (215)-627-1322
Attorneys for Movant/Applicant